

SYBERSOUND

MUSIC PUBLISHING CATALOG LICENSE

This agreement (“**Agreement**”) is entered into as of the date first written above by and between Sybersound Records, Inc. (collectively along with its affiliates and subsidiaries, “**Licensee**”), and the publisher named above (collectively along with its affiliates and subsidiaries, “**Licensor**”) (each a “**Party**” and collectively the “**Parties**”).

WHEREAS Licensee is a record label that produces the Party Tyme and Billboard Karaoke lines, and operates and distributes various digital services, including but not limited to the Party Tyme Karaoke Streaming Service, The Party Tyme subscription-based app and linear channels that can be accessed via Smart TVs, Roku, Amazon Fire, Apple TV, Apple iOS and Android devices, all of which offer high quality audio-only and/or audiovisual recordings, as more particularly set forth in Section 1, below (the “**Service(s)**”); and

WHEREAS Licensor wishes to license to Licensee the rights described in Section 1 of this Agreement with respect to all compositions Licensor owns, controls, and/or administers, in whole or in part as of the date hereof or at any time during the Term (individually, and collectively, the “**Composition(s)**”);

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Grant of Rights:

Licensor hereby grants Licensee, its successors, and assigns, the non-exclusive right, license, and authority to reproduce, distribute, synchronize, and otherwise exploit (but not publicly perform) each of the Compositions in digital format throughout the Territory (defined below) during the Term (defined below) as follows:

(a) To create audio-only and/or audio-visual karaoke recordings embodying the Compositions, with and/or without lead vocals synchronized with and/or without

lyrics and/or visual images ("Digital Programs"), for playback on or via software applications, computers, cell phones, PDAs, portable media players, wearable devices (such as Smart Watches, Android Wear, augmented or virtual reality headsets, goggles, or glasses, etc.), kiosks, gaming consoles, toys, home media centers, televisions, Smart TVs and set top boxes (including Apple TV, Amazon Fire, Google Chromecast, Roku, etc.), and other digital media storage and streaming devices or applications, whether now known or hereafter developed (each individually, a "Digital Device" and collectively, "Digital Devices");

(b) To create and maintain copies of Digital Programs on servers and other storage media and devices, whether now known or hereafter developed, to facilitate the delivery of Digital Programs to Licensee's customers, partners, affiliates, distributors, third party retailers, mobile and software application-based retailers or distributors, subscribers and/or sub-licensees for playback on or via Digital Devices;

(c) To allow Customers to sing and/or perform along with the Digital Programs and record (or have recorded) their own audio and/or audiovisual performances of the Compositions (each, a "Customer Version");

(d) To sell and distribute Digital Programs and Customer Versions as untethered, permanently stored audiovisual and/or audio-only downloads ("Downloads") via the websites and/or servers and other storage media and devices, whether now known or hereafter developed, owned or controlled by Licensee, its partners, affiliates, distributors, third party retailers, mobile and software application-based retailers or distributors, subscribers and/or sub-licensees (collectively, "Sites") for playback on or via Digital Devices;

(e) To transform Digital Programs and Customer Versions into mobile ringtone and ringback formats up to full use ("Ringtone(s)") and/or mobile audiovisual tone formats ("Graphic Tone(s)") and to offer for download or otherwise transmit via the Sites Ringtones or Graphic Tones onto mobile/cellular telephones and/or other Digital Devices capable of transmitting and receiving audio and/or audiovisual communication (including e.g. Apple iPhones, Apple or Samsung Smart Watches, etc.);

(f) To transform Digital Programs and Customer Versions into alerts (such as a calendar alert, alarm, reminder, etc.) ("Alert Tones") and to offer Alert Tones for download or otherwise transmit Alert Tones via the Sites and/or Digital Devices;

(g) To exhibit Digital Programs and Customer Versions on or via the Sites and/or Digital Devices, including but not limited to by means of streaming and/or tethered downloads that are not permanently stored ("Streams");

(h) To transform Digital Programs and Customer Versions into electronic greetings ("E-Greetings") and to offer E-Greetings as Downloads or Streams via the Sites and/or Digital Devices;

(i) To exhibit the Digital Programs and Customer Versions for the purpose of auditions, competitions, and/or contests ("Contest Entries") via the Sites and/or Digital Devices;

(j) to burn custom karaoke discs at customers' requests, for the purpose of being able to provide Compositions in the CD+G format ("Custom Discs").

(k) To distribute Digital Programs, Customer Versions, Ringtones, Graphic Tones, Alert Tones, E-Greetings, and Contest Entries through kiosks, mobile and software applications, and online, wireless, and broadcast retailers, such as internet based marketplaces (including e.g. iTunes, Apple Music, Google Play, Amazon, SoundCloud, Spotify, Pandora, YouTube, etc.), mobile marketplaces (including e.g. Verizon, AT&T, T-Mobile, etc.), and broadcast marketplaces (including e.g. as linear Streams, video-on-demand, Pay-Per-View etc.), whether now known or hereinafter developed; and

(l) To promote and advertise the Services, Digital Programs, and Customer Versions free of charge, in in-context segments not to exceed thirty (30) seconds, solely through the use of Streaming or non-permanent copying technology and to allow customers to preview Digital Programs and Customer Versions prior to making a purchase decision.

2. Royalties:

(a) In full consideration of all rights granted herein including, without limitation, the distribution of Digital Programs and Customer Versions, Licensee will pay to Licensor royalties equal to Licensor's pro-rata share of:

Configuration	Royalty
Downloads (other than Ringtones, E-Greetings, Alert Tones or Graphic Tones)	Twenty percent (20%) of Licensee's Net Receipts, with a floor per Composition distributed during the applicable accounting period of (x) \$.20 cents for audiovisual downloads, and (y) the applicable statutory mechanical rate under 17 U.S.C. Section 115, for audio-only downloads.
Ringtones	Twenty percent (20%) of Licensee's Net Receipts, with a floor of \$.24 cents per Composition distributed during the applicable accounting period.

E-Greetings, Alert Tones, or Graphic Tones	Twenty percent (20%) of Licensee's Net Receipts, with a floor of \$.30 cents per Composition distributed during the applicable accounting period.
Custom Discs	Fifteen Cents (\$.15) per Composition per unit sold.
Streams	Twenty percent (20%) of Licensee's Net Receipts per Composition distributed during the applicable accounting period, provided, however, that no royalty will be payable for Streams of thirty (30) seconds or less.

(b) Notwithstanding anything else in this Section 3, it is hereby acknowledged and agreed that royalties for audio-only configurations will not exceed the applicable statutory rate for the particular configuration.

(c) MFN: If at any time during the Term, Licensee pays any publisher of a musical composition a royalty rate higher than the royalty described herein for the same rights granted herein, Licensee will pay such higher royalty to Licensor retroactively to the first accounting period during which such higher royalty is accounted to such other publisher.

(d) "Licensee's Net Receipts" means all monies and other consideration actually received by or credited to Licensee with respect to the applicable Service from Licensee's customers, partners, affiliates, distributors, third party retailers, mobile and software application-based retailers and distributors, subscribers and/or sub-licensees from all sources (including advertisers, sponsors, and customers) in connection with Licensee's exercise of the rights granted to it in this Agreement, less (i) sales, value added and similar taxes, if any, which may be imposed on any of the exploitations of the Compositions hereunder, (ii) actual out-of-pocket fees charged or retained by a third party as a platform commission (including e.g. Apple App Store, Google Play Store etc.), and (iii) actual out-of-pocket advertising agency commissions paid to an unaffiliated third party, not to exceed fifteen percent (15%) of the advertising revenue to which such commissions related for the accounting period concerned.

(i) As used herein, "pro rata" means Licensor's percentage of ownership, control, or administration with respect to each Composition.

3. Payment and Accounting:

(a) Accountings: Licensee or its agent will calculate and pay royalties due hereunder to Licensor quarterly, within forty-five (45) days after the end of each calendar quarter of the Term, i.e. ending March 31, June 30, September 30 and December 31, and will provide accounting statements in connection therewith whenever such royalties have been accrued. Such statements will include the data reasonably necessary to verify the calculations of the royalties paid or payable for the applicable calendar quarter. All royalty payments will be in U.S. Dollars payable to Licensor by check sent to the Licensor's address as set forth in an IRS Form W-9 or W-8BEN delivered by Licensor to Licensee (or Licensee's agent), or sent to Licensor via electronic or other means if both Parties have agreed and are able to process such payments, provided the royalties due to Licensor for the applicable accounting period are equal to or greater than Fifty Dollars (\$50) (the "**Minimum Amount**"). Where the balance due to Licensor falls below the Minimum Amount, such balance will roll over to successive accounting periods until such time as the Minimum Amount is reached, at which time Licensee will make payment to Licensor in accordance with this provision. Licensor acknowledges and agrees that Licensee may designate an agent for the purpose of calculating and providing royalty statements and payments to Licensor pursuant to this Agreement and agrees that Licensee or such agent (as the case may be) may collect and process such personal data of the Licensor as is necessary for such purpose. Royalty statements will be made available to Licensor via Licensor's web account with Music Reports, Inc. for each period in which licensed activity occurs.

(b) Adjustments: If the royalties payable to Licensor for a given accounting period are subsequently determined by Licensee or its agent to be less or greater than the amount already accounted or paid to Licensor for that accounting period, then Licensee or its agent will make an accounting adjustment accordingly as promptly as commercially practicable, and the corresponding debit or credit will be reflected on the next royalty statement prepared after such adjustment is made. Such statement will be accompanied by a "true-up" payment if any credit is due, provided the royalties due to the Licensor have reached the Minimum Amount.

(c) Audits: Licensee will maintain books and records concerning the use of Compositions during the Term. Licensor will have the right, upon ninety (90) days notice to Licensee, to designate an independent certified public accountant on Licensor's behalf, who will not be retained on a contingency basis, to examine such books and records as they relate to the use of the Compositions and fulfillment of Licensee's obligations under this Agreement, solely for the purpose of verifying the accuracy of accountings hereunder. Such examinations will be conducted at Licensor's sole cost and expense, no more than once in any twelve-month period nor more than once with respect to any particular quarterly statement. Such audit will be conducted at Licensee's headquarters during Licensee's normal business hours and in such manner so as not to unreasonably disrupt Licensee's business, and will be completed promptly. Licensor acknowledges that Licensee's books and records as well as the books and records of Licensee's agent(s) contain confidential information, and Licensor represents and warrants that neither Licensor nor any person or entity acting under Licensor's authority

will use or divulge confidential information from such books and records to any third party except as necessary for the specific purpose described in this Section 3(c).

(d) Audit Restrictions: Each royalty accounting statement hereunder will be binding and not subject to any objection unless Licensor sends Licensee written notice specifying such objection within two (2) years after the date the statement is required to be rendered hereunder (and each statement will be deemed rendered on time unless Licensor notifies Licensee to the contrary no later than sixty (60) days after the date on which the statement is required to be rendered). Licensor may not commence any legal action against Licensee in respect of any accounting (or alleged failure to account) unless Licensor commences such legal action in a court of competent jurisdiction within two (2) years following the date the accounting is required to be rendered, and the scope of any such legal action will be limited to a determination of the amount of royalties, if any, payable to Licensor for the relevant quarterly accounting period. Licensor's sole remedy in connection with such legal action will be the recovery of the royalties Licensor is determined to be owed hereunder, if any.

4. Term and Territory:

(a) Term: This Agreement will commence as of on the first day of the month during which Licensor electronically signs this Agreement and will continue for a period of two (2) years (the "**Initial Period**"), after which it will renew automatically for successive periods of one (1) year, each a "**Renewal Period**," unless terminated by either Party as provided herein. The Initial Period, together with all Renewal Periods, if any, will constitute the "**Term**."

(b) Termination: Either Party may terminate this Agreement on a prospective basis, effective as of the end of the Initial Period or any Renewal Period, by written notice to the other not less than ninety (90) days prior to the conclusion of the then-current period of the Agreement. Without limiting any other remedy available at law or in equity, either Party may also terminate the Term in the event of any material breach of this Agreement by the other Party that is not remedied prior to the date that is 30 days after written notice is provided to the breaching Party specifying the breach to be cured. Neither Party will be entitled to recover damages or to terminate the Term by reason of any breach by the other Party of its obligations under this Agreement unless the breaching Party fails to cure the breach within 30 days following receipt of notice thereof. Licensee will also have the right to terminate the Term upon notice to Licensor in the event that Licensee ceases to operate its Service(s) during the Term.

(c) Territory: The "**Territory**" is the World.

5. Takedowns

Licensor will have the right to provide a written takedown request for any specific Composition or Compositions in the event of a bona fide dispute between Licensor and a writer or co-publisher of any such Composition, provided such takedown request is made on a non-discriminatory basis as relates to Licensor's then-current third party

licensees. Upon receipt of such request, Licensee will endeavor to remove said Composition or Compositions from the Service(s) as soon as possible but in no event later than thirty (30) days of receipt of such notice or the identification of such Composition in Licensee's sound recording catalog.

6. Representations and Warranties/Indemnity:

(a) Licensors represent, warrant and agree (solely with respect to the Licensors' interest in the Compositions) that (x) it has the right to enter into this Agreement and to grant to Licensee all rights set forth herein, (y) that Licensee's use of the Composition(s) as provided herein will not infringe the rights, including but not limited to the copyright and/or other intellectual property rights or contractual rights, of any third party during the Term and (z) as between Licensors and Licensee, Licensors will be responsible for the payment of royalties and other amounts to any and all songwriters and other third parties who are entitled to a royalty or other payment derived from Publisher's grant of rights in connection with the permitted exploitation of the Compositions hereunder. This Agreement is given and accepted without any other representation or warranty, whether express or implied, on the part of Publisher. Publisher will indemnify, defend and hold harmless Producer from and against any loss, cost, damage or expense suffered by Producer as a result of any third-party claim based on the breach of any representation or warranty of Publisher contained in this Agreement; provided, however, that in no event will Publisher's total liability in connection therewith exceed the amount of consideration received by Publisher for use of the applicable Composition as contemplated herein as of the date of Publisher's receipt of Producer's notice of alleged breach pursuant to the following sentence. Producer will promptly notify Publisher of any alleged breach of this Agreement by sending written notice to Publisher specifying the alleged breach.

b. Producer warrants, represents and agrees that Producer has the right and power to enter into this Agreement and to fully perform in accordance with all of the terms hereof.

7. Miscellaneous:

(a) Addresses and Notices: All notices hereunder must be in writing and will be deemed effective: (i) if provided by hand delivery, upon delivery; (ii) if provided by nationally recognized overnight courier, one (1) business day following the date sent; (iii) if provided by first class mail, five (5) business days following the date mailed; or (iv) if sent by email, on the business day following the date of sending; provided that any notice given or due on a day that is not a business day in Los Angeles, California will be deemed given or due on the next business day. Notices to Licensee will be addressed to Sybersound Records, Inc. 30065 Pacific Coast Highway, Malibu, CA 90265 or jan@sybersound.com; notices to Licensors will be addressed as set forth in Licensors' online account with Licensee's reporting agent.

(b) Merger/No Oral Amendments: This Agreement sets forth the entire understanding between the Parties with respect to the subject matter hereof, and all prior and contemporaneous agreements are merged herein. No modification of this Agreement, or waiver of any right hereunder, will be binding on either Party unless memorialized in a writing signed by the Party to be charged with such amendment or waiver. The failure of either Party to require the performance of any term of this Agreement or the waiver by either Party of any breach under this Agreement will not prevent a subsequent enforcement of such term by such Party nor be deemed a waiver of any subsequent breach.

(c) Force Majeure: Performance by either Party of its obligations hereunder will be excused in the event of any force majeure event rendering performance impossible or commercially impracticable.

(d) Assignment: Licensee may assign or sublicense its rights hereunder (in whole or in part) to its customers, partners, affiliates, distributors, third party retailers, mobile and software application-based retailers and distributors, subscribers and/or sub-licensees, to effectuate the purposes of this Agreement or to a successor in the event of a reorganization, merger, consolidation or sale of all or substantially all of its stock or assets; provided that notwithstanding any such assignment or sublicense, Licensee will remain primarily liable with respect to its obligations hereunder.

(e) LIMITATION OF LIABILITY: EXCEPT FOR ANY CLAIM FOR INDEMNITY PURSUANT TO SECTION 6(a) OF THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY AMOUNTS REPRESENTING ITS RESPECTIVE LOSS OF PROFITS, LOSS OF BUSINESS, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES (EVEN IF PREVIOUSLY APPRISED OF THE POSSIBILITY THEREOF) IN CONNECTION WITH OR ARISING FROM THIS AGREEMENT OR RELATED ACTS OR OMISSIONS. NO PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

(f) Counterparts and Signatures: This Agreement may be executed in counterparts, all of which, when taken together, will constitute one and the same document. Facsimile or electronic signatures hereto will be deemed original for all purposes.

(g) Severability: If any term of this Agreement is found to be legally invalid or unenforceable for any reason by a court of competent jurisdiction, all other remaining terms of this Agreement will nevertheless remain in full force and effect.

(h) Choice of Law, Jurisdiction and Venue: This Agreement will be governed by and interpreted in accordance with the laws of the State of California and, if applicable, the United States Federal laws, without regard to choice of laws principles thereof. The Parties agree that any dispute arising under this Agreement will be

resolved exclusively in the state or Federal courts located in Los Angeles County, California, and expressly consent to jurisdiction therein. Each Party agrees that process may be served upon it by mailing (via certified or registered United States mail) such process to its address for notices as provided in this Agreement.

(i) Interpretation: The language of this Agreement will not be construed against either Party. The words "include," "includes" and "including," when used in this Agreement, will be deemed in each case to be followed by "without limitation." The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

ACCEPTED AND AGREED:

LICENSOR

SYBERSOUND RECORDS, INC.

By: TSUNAMI FLOW

By:  _____

Name (printed): Jan Stevens

(an authorized signatory)

Title: CEO